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ASSIGNMENT AND BILL OF SALE

This Assignment and Bill of Sale (this "Assignment") is executed by and between Nippon Oil Exploration U.S.A. Limited, a Delaware corporation ("NOEX" or "Assignor"), whose address is 5847 San Felipe, Suite 2800, Houston, Texas 77057, and Black Elk Energy Offshore Operations, LLC, a Texas limited liability company ("Assignee"), whose address is 11451 Katy Freeway, Suite 500, Houston, Texas 77079, and is effective as of 7:00 a.m., Central Standard Time, on January 1, 2010 (the "Effective Time").

ARTICLE 1 ASSIGNMENT OF ASSETS

Section 1.1 Assignment. Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby bargains, assigns, and transfers unto Assignee, all of Assignor's right, title and interest in and to the following (excepting the Excluded Assets, as hereinafter defined, individually, an "Asset," and collectively, the "Assets"):

(a) the oil and gas leases more particularly described in *Exhibit A*, subject to any depth restrictions and retained interests described in *Exhibit A* (collectively, the "Leases"), together with any and all other rights, titles, and interests of Assignor in and to (i) the leasehold estates created thereby, subject to any depth restrictions described in *Exhibit A* and to the terms, conditions, covenants, and obligations set forth in the Leases and/or *Exhibit A* and (ii) the lands covered by the Leases or included in units with which the Leases may have been pooled or unitized, subject to any depth restrictions described in *Exhibit A* (the "Lands"), including in each case, without limitation except as reflected in *Exhibit A*, fee interests, royalty interests, overriding royalty interests, production payments, net profits interests, carried interests, reversionary interests, and all other interests of any kind or character;

(b) all oil and gas wells (whether producing, inactive, temporarily or permanently abandoned, shut-in or otherwise) located on the Leases and the Lands or on other leases or lands with which the Leases and/or the Lands may have been pooled, unitized, including working interest units not of record or unitized (collectively and including the wells set forth in *Exhibit A*, the "Wells"), and all Hydrocarbons produced therefrom or allocated thereto (the Leases, the Lands, and the Wells being collectively referred to hereinafter as the "Properties");

(c) all rights and interests in, under, or derived from all unitization and pooling agreements in effect with respect to the Properties and the units created thereby which accrue or are attributable to the interests of Assignor in the Properties;

(d) to the extent that they may be assigned, all Applicable Contracts;

(e) to the extent that they may be assigned, all permits, licenses, servitudes, easements, rights-of-way and other surface agreements to the extent used primarily in connection with the ownership or operation of the Properties or the Personal Property, including, without limitation, the rights-of-way, surface leases and easements and the permits described on *Exhibit A-1*;

(f) all equipment, machinery, fixtures, and other real, personal, and mixed property, operational and nonoperational, known or unknown, located on the Properties or the other Assets described above as of the Effective Time, including, without limitation, saltwater disposal wells, well equipment, casing, rods, tanks, boilers, buildings, tubing, pumps, motors, fixtures, machinery, compression equipment, flow lines, pipelines, gathering systems, processing and separation facilities, platforms, structures, materials, and other items used or formerly used in the operation thereof, but excluding any such items constituting Excluded Assets ("Personal Property"), including, without limitation, the Personal Property described in *Exhibit A-2*;

(g) all Imbalances relating to the Properties or other Assets; and

(h) all of the rights, titles, and interests of Assignor in and to all of the files, records, information, and data, whether written or electronically stored, in Assignor's possession and primarily relating to the Assets, including, without limitation: (i) land and title records (including abstracts of title, title opinions, and title curative documents); (ii) contract files; (iii) correspondence; (iv) operations, environmental, production, and accounting records, (v) proprietary seismic and specific seismic lines if assignable by Assignor without cost, unless Assignee has agreed to and pays the cost, and (vi) facility and well records but excluding any of the foregoing items that are Excluded Assets ("Records").

EXCEPTING AND RESERVING to Assignor, however, all Excluded Assets.

TO HAVE AND TO HOLD the Assets unto Assignee, its successors and assigns, forever, subject, however, to all the terms and conditions of this Assignment.

Section 1.2 Excluded Assets. The term "*Excluded Assets*" shall mean (a) all of Assignor's corporate minute books, financial records, and other business records that relate to Assignor's business generally (including the ownership and operation of the Assets); (b) all trade credits, all accounts, receivables and all other proceeds, income or revenues attributable to the Assets with respect to any period of time prior to the Effective Time; (c) all claims and causes of action of Assignor arising under or with respect to any Contracts that are attributable to periods of time prior to the Effective Time (including claims for adjustments or refunds); (d) all rights and interests of Assignor (i) under any policy or agreement of insurance or indemnity, (ii) under any bond or (iii) to any insurance or condemnation proceeds or awards arising, in each case, from acts, omissions or events, or damage to or destruction of property; (e) all Hydrocarbons produced from the Properties with respect to all periods prior to the Effective Time; (f) all claims of Assignor for refunds of or loss carry forwards with respect to (i) production or any other taxes attributable to any period prior to the Effective Time, (ii) income or franchise taxes or (iii) any taxes attributable to the Excluded Assets; (g) permits and other authorizations of Governmental Authorities that are not assignable to Assignee; (h) all property owned by a Third Party; (i) any properties subject to preferential purchase rights that are excluded from the Assets pursuant to Article 12.4(b) of the Purchase and Sale Agreement, together with a pro rata share of all of Assignor's right, title and interest in, to and under all Wells, Personal Property, Hydrocarbons and Records included in the Assets that are directly related or attributable to such properties subject to preferential purchase rights; (j) all personal computers and associated peripherals and all radio and telephone equipment; (k) all of Assignor's proprietary computer software, patents, trade secrets, copyrights, names, trademarks, logos and other intellectual property; (l) all

documents and instruments of Assignor that may be protected by an attorney-client privilege; (m) all data that cannot be disclosed to Assignee as a result of confidentiality arrangements under agreements with Third Parties; (n) all audit rights arising under any of the Applicable Contracts or otherwise with respect to any period prior to the Effective Time or to any of the Excluded Assets, except for any Imbalances; (o) geophysical, and other seismic and related technical data and information relating to the Properties to the extent Assignor's transfer of same is restricted by Third Party contractual restrictions; (p) documents prepared or received by Assignor with respect to (i) lists of prospective purchasers for such transactions compiled by Assignor, (ii) bids submitted by other prospective purchasers of the Assets, (iii) analyses by Assignor of any bids submitted by any prospective purchaser, (iv) correspondence between or among Assignor, its respective representatives, and any prospective purchaser other than Assignee and (v) correspondence between Assignor or any of its respective representatives with respect to any of the bids, the prospective purchasers, or the transactions contemplated in this Agreement; (q) any offices, office leases or personal property located on such sites which are not directly related to any one or more of the Assets; and (r) those interests designated as excluded in *Exhibit A* with respect to the Leases and Lands and/or identified in *Exhibit A-3* (the overriding royalty interests specified on *Exhibit A-3* are referred to hereafter as the "Reserved ORRIs").

Section 1.3 Reserved ORRI. As specified in Section 1.2 above, the Excluded Assets include, among other rights and interests more particularly described therein, the Reserved ORRIs, as same are described on *Exhibit A-3*. The Reserved ORRIs are created herein through Assignor's reservation of such interests in this Assignment.

Section 1.4 Retained Rights and Obligations. The execution and delivery of this Assignment by Assignor, and the execution and acceptance of this Assignment by Assignee, shall not operate to release or impair any surviving rights or obligations of Assignor or Assignee under the Purchase and Sale Agreement (as hereinafter defined).

ARTICLE 2 DEFINED TERMS

Section 2.1 Definitions. Capitalized terms used in this Assignment and not otherwise defined shall have the meanings given to such terms in that certain Purchase and Sale Agreement dated as of August 5, 2010, by and between Assignor and Assignee (the "Purchase and Sale Agreement").

Section 2.2 Certain Defined Terms.

"Access Agreement" shall have the meaning set forth in Article 13.1(b) of the Purchase and Sale Agreement.

"Affiliate" shall mean any Person that, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, another Person. The term "control" and its derivatives with respect to any Person means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

"Applicable Contracts" means all Contracts by which the Properties and other Assets are bound or that primarily relate to the Properties or other Assets and (in each case) that will be binding on the Assets or Assignee after date hereof, including, without limitation; farmin and farmout agreements; bottomhole agreements; crude oil, condensate, and natural gas purchase and sale, gathering, transportation, and marketing agreements; hydrocarbon storage agreements; acreage contribution agreements; operating agreements; balancing agreements; pooling declarations or agreements; unitization agreements; processing agreements; saltwater disposal agreements; facilities or equipment leases; crossing agreements; letters of no objection; platform use agreements; production handling agreements; and other similar contracts and agreements, to which Assignor is a party and primarily related to the Properties or other Assets, but exclusive of any master service agreements or any other Contracts constituting an Excluded Asset.

"Contract" means any written or oral contract, agreement, agreement regarding indebtedness, indenture, debenture, note, bond, loan, collective bargaining agreement, lease, mortgage, franchise, license agreement, purchase order, binding bid, commitment, letter of credit or any other legally binding arrangement, excluding, however, any Lease, easement, right-of-way, permit or other instrument creating or evidencing an interest in the Assets or a real or immovable property related to or used in connection with the operations of any Assets, together with any Contracts constituting an Excluded Asset.

"Environmental Condition" shall mean (a) a condition existing on or before the date of the Purchase and Sale Agreement with respect to the air, soil, subsurface, surface waters, ground waters and/or sediments that causes an Asset (or Assignor with respect to an Asset) not to be in compliance with any Environmental Law or (b) the existence before or as of the date of the Purchase and Sale Agreement with respect to the Assets or their operation thereof of any environmental pollution, contamination, degradation, damage or injury caused by, related to, or originating from such Assets, for which remedial or corrective action is presently required (or if known, would be presently required) under Environmental Laws.

"Environmental Laws" means all applicable federal, state, and local Laws in effect as of the date of the Purchase and Sale Agreement, including common law, relating to the protection of the public health, welfare; and the environment, including, without limitation, those laws relating to the storage, handling, and use of chemicals and other Hazardous Substances, those relating to the generation, processing, treatment, storage, transportation, disposal, or other management thereof. The term "Environmental Laws" does not include good or desirable operating practices or standards that may be employed or adopted by other oil and gas well operators or recommended by a Governmental Authority.

"Governmental Authority" shall mean any federal, state, local, municipal, tribal or other government; any governmental, regulatory or administrative agency, commission, body or other authority exercising or entitle to exercise any administrative, executive, judicial, legislative, belief, regulatory or taxing authority or power; and any court or governmental tribunal, including any tribal authority having or asserting jurisdiction.

"Hazardous Substances" shall mean any pollutants, contaminants, toxics or hazardous or extremely hazardous substances, materials, wastes, constituents, compounds, or chemicals that are regulated by, or may form the basis of liability under, any Environmental Laws, including

NORM (naturally occurring radioactive material) and other substances referenced in Article 13.2 of the Purchase and Sale Agreement.

"Hydrocarbons" means oil and gas and other hydrocarbons produced or processed in association therewith.

"Imbalance" means (i) any imbalance at the wellhead between the amount of Hydrocarbons produced from a Well and allocable to the interests of Assignor therein and the shares of production from the relevant Well to which Assignor is entitled and (ii) any marketing imbalance between the quantity of Hydrocarbons required to be delivered by Assignor under any Contract relating to the purchase and sale, gathering, transportation, storage, processing, or marketing of Hydrocarbons and the quantity of Hydrocarbons actually delivered by Assignor pursuant to the relevant Contract, together with any appurtenant rights and obligations concerning future in-kind and/or cash balancing at the wellhead and production balancing at the delivery point into the relevant sale, gathering, transportation, storage, or processing facility.

"Law" shall mean any applicable statute, law, rule, regulation, ordinance, order, code, ruling, writ, injunction, decree or other official act of or by any Governmental Authority.

"Liabilities" shall mean any and all claims, causes of actions, payments, charges, judgments, assessments, liabilities, losses, damages, penalties, fines or costs and expenses, including any attorneys' fees, legal or other expenses incurred in connection therewith and including liabilities, costs, losses and damages for personal injury or death or property damage.

"Person" shall mean any individual, firm, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization, Governmental Authority or any other entity.

"Third Party" shall mean any Person other than a party to this Assignment or an Affiliate of a party to this Assignment

"Title Defects" shall have the meaning given such in the Purchase and Sale Agreement.

"Title Indemnity Agreement" shall have the meaning set forth in Article 12.2(d)(ii) of the Purchase and Sale Agreement.

ARTICLE 3 DISCLAIMERS

Disclaimers of Warranties and Representations.

(a) **EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN ARTICLE 12.1 OR ARTICLE IV OF THE PURCHASE AND SALE AGREEMENT, (I) ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, AND (II) ASSIGNOR EXPRESSLY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO ASSIGNEE OR ANY OF ITS AFFILIATES, EMPLOYEES, AGENTS,**

CONSULTANTS OR REPRESENTATIVES (INCLUDING, WITHOUT LIMITATION, ANY OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN PROVIDED TO ASSIGNEE BY ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT, CONSULTANT, REPRESENTATIVE OR ADVISOR OF ASSIGNOR OR ANY OF ITS AFFILIATES).

(b) EXCEPT AS EXPRESSLY REPRESENTED OTHERWISE IN *ARTICLE 12.1* OR *ARTICLE IV* OF THE PURCHASE AND SALE AGREEMENT, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASSIGNOR EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, AS TO (I) TITLE TO ANY OF THE ASSETS, (II) THE CONTENTS, CHARACTER OR NATURE OF ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT, OR ANY ENGINEERING, GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION, RELATING TO THE ASSETS, (III) THE QUANTITY, QUALITY OR RECOVERABILITY OF HYDROCARBONS IN OR FROM THE ASSETS, (IV) ANY ESTIMATES OF THE VALUE OF THE ASSETS OR FUTURE REVENUES GENERATED BY THE ASSETS, (V) THE PRODUCTION OF HYDROCARBONS FROM THE ASSETS, (VI) THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF THE ASSETS, (VII) THE CONTENT, CHARACTER OR NATURE OF ANY INFORMATION MEMORANDUM, REPORTS, BROCHURES, CHARTS OR STATEMENTS PREPARED BY ASSIGNOR OR THIRD PARTIES WITH RESPECT TO THE ASSETS, (VIII) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE TO ASSIGNEE OR ITS AFFILIATES, OR ITS OR THEIR EMPLOYEES, AGENTS, CONSULTANTS, REPRESENTATIVES OR ADVISORS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY DISCUSSION OR PRESENTATION RELATING THERETO AND (IX) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT. EXCEPT AS EXPRESSLY REPRESENTED OTHERWISE IN *ARTICLE 12.1* OR *ARTICLE IV* OF THE PURCHASE AND SALE AGREEMENT, ASSIGNOR FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, OF MERCHANTABILITY, FREEDOM FROM LATENT VICES OR DEFECTS, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OF ANY ASSETS, RIGHTS OF A PURCHASER UNDER APPROPRIATE STATUTES TO CLAIM DIMUNITION OF CONSIDERATION OR RETURN OF THE PURCHASE PRICE, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT ASSIGNEE SHALL BE DEEMED TO BE OBTAINING THE ASSETS IN THEIR PRESENT STATUS, CONDITION AND STATE OF REPAIR, "AS IS" AND "WHERE IS" WITH ALL FAULTS OR DEFECTS (KNOWN OR UNKNOWN, LATENT, DISCOVERABLE OR UNDISCOVERABLE), AND THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE. WITH RESPECT TO ANY OF THE ASSETS THAT ARE LOCATED IN LOUISIANA, ASSIGNEE ACKNOWLEDGES THAT THIS WAIVER HAS BEEN EXPRESSLY CALLED TO ITS ATTENTION AND INCLUDES, WITHOUT LIMITATION, A WAIVER OF WARRANTY AGAINST REDHIBITORY VICES

ARISING UNDER LOUISIANA CIVIL CODE ARTICLES 2520 THROUGH 2548, INCLUSIVE.

(c) OTHER THAN THOSE REPRESENTATIONS SET FORTH IN *ARTICLE 4.15* OF THE PURCHASE AND SALE AGREEMENT, ASSIGNOR HAS NOT AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING ANY MATTER OR CIRCUMSTANCE RELATING TO ENVIRONMENTAL LAWS, THE RELEASE OF MATERIALS INTO THE ENVIRONMENT OR THE PROTECTION OF HUMAN HEALTH, SAFETY, NATURAL RESOURCES OR THE ENVIRONMENT, OR ANY OTHER ENVIRONMENTAL CONDITION OF THE ASSETS, AND NOTHING IN THIS AGREEMENT OR OTHERWISE SHALL BE CONSTRUED AS SUCH A REPRESENTATION OR WARRANTY, AND SUBJECT TO ASSIGNEE'S RIGHTS UNDER *ARTICLE 13.1* OF THE PURCHASE AND SALE AGREEMENT, ASSIGNEE SHALL BE DEEMED TO BE TAKING THE ASSETS "AS IS" AND "WHERE IS" WITH ALL FAULTS FOR PURPOSES OF THEIR ENVIRONMENTAL CONDITION AND THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH ENVIRONMENTAL INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE.

(d) ASSIGNOR AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS *ARTICLE 3* ARE "*CONSPICUOUS*" DISCLAIMERS FOR THE PURPOSE OF ANY APPLICABLE LAW.

ARTICLE 4 ASSUMED OBLIGATIONS: INDEMNITIES

Section 4.1 Assumed Obligations. Without limiting Assignee's rights to indemnity under this *Article 4* and Assignee's rights under any Title Indemnity Agreement and any Access Agreement, from and after the Closing Assignee assumes and hereby agrees to fulfill, perform, pay and discharge (or cause to be fulfilled, performed, paid or discharged) all obligations and Liabilities, known or unknown, with respect to the Assets, regardless of whether such obligations or Liabilities arose prior to, on or after the Effective Time, including but not limited to obligations and Liabilities relating in any manner to the use, ownership or operation of the Assets, including but not limited to obligations to (a) furnish makeup gas and/or settle Imbalances according to the terms of applicable gas sales, processing, gathering or transportation Contracts, and, (b) pay working interests, royalties, overriding royalties and other interests, owners revenues or proceeds attributable to sales of Hydrocarbons relating to the Properties, including those held in suspense, (c) perform and satisfy all P&A Obligations, (d) replug any well, wellbore, or previously plugged Well on the Properties to the extent required or necessary, (e) dismantle or decommission and remove any Personal Property and other property of whatever kind related to or associated with operations and activities conducted by whomever on the Properties or otherwise pursuant to the Assets, (f) clean up, restore and/or remediate the premises covered by or related to the Assets in accordance with applicable agreements and Laws, and (g) perform all obligations applicable to or imposed on the lessee, owner, or operator under the Leases and the Applicable Contracts, or as required by Laws (all of said obligations and

Liabilities, subject to the exclusions below, herein being referred to as the "Assumed Obligations"); provided, Assignee does not assume any obligations or Liabilities of Assignor to the extent that they are:

(i) attributable to or arise out of the ownership, use or operation of the Excluded Assets; or

(ii) attributable to or arise out of the actions, suits or proceedings, if any, set forth on *Schedule 14.1* of the Purchase and Sale Agreement, except insofar and only insofar as they arise after the Effective Time or are attributable or relate to the ownership or operation of the Assets, or production therefrom, for periods after the Effective Time; or

(iii) claims for injury or death to person(s) occurring prior to the Effective Time; or

(iv) claims for Operating Expenses or other costs attributable to the Assets received by Assignor and attributable to the period prior to the Effective Time and any Third Party claims for royalties attributable to the Assets that are made or could be made for any period prior to the Effective Time, provided that any such claim for costs and/or royalties are provided to the Assignor within one (1) year of the Effective Time.

Section 4.2 Indemnities of Assignee (a) Effective as of the Closing, Assignee and its successors and assigns shall assume, be responsible for, shall pay on a current basis, and hereby defends, indemnifies, holds harmless and forever releases Assignor and its Affiliates, and all of their respective stockholders, partners, members, directors, officers, managers, employees, agents and representatives (collectively, "Assignor Indemnified Parties") from and against any and all Liabilities arising from, based upon, related to or associated with:

(i) any breach by Assignee of its representations or warranties contained in Article V of the Purchase and Sale Agreement;

(ii) any breach by Assignee of its covenants and agreements under the Purchase and Sale Agreement;

(iii) the Assumed Obligations; or

(iv) except as provided otherwise in *Article 12.1* of the Purchase and Sale Agreement, Title Defects related or attributable to the Assets.

(b) Notwithstanding anything herein to the contrary, in addition to the indemnities set forth in *Section 4.2(a)*, effective as of the Closing, Assignee and its successors and assigns shall assume, be responsible for, shall pay on a current basis, and hereby defends, indemnifies, holds harmless and forever releases the Assignor Indemnified Parties from and against any and all Liabilities arising from, based upon, related to or associated with any Environmental Condition or other environmental matter related or attributable to the Assets, regardless of whether such Liabilities arose prior to, on or after the Effective Time, including the presence, disposal or related treatment of any Hazardous Substance or other material of any kind in, on or under the Assets or other property (or other neighboring property) and including any liability of any

Assignor Indemnified Party with respect to the Assets under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 *et. seq.*), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 *et. seq.*), the Clean Water Act (33 U.S.C. §§ 466 *et. seq.*), the Safe Drinking Water Act (14 U.S.C. §§ 1401-1450), the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 *et. seq.*), the Toxic Substance Control Act (15 U.S.C. §§ 2601-2629), the Clean Air Act (42 U.S.C. § 7401 *et. seq.*) as amended, and the Clean Air Act Amendments of 1990, and all state and local Environmental Laws.

(c) Assignee's indemnities in this Assignment shall be deemed covenants running with the Assets (provided that Assignee and its successors and assigns shall not be released from any of, and shall remain jointly and severally liable to the Assignor Indemnified Parties for, the obligations or Liabilities of the assignee under this Assignment upon any transfer or assignment of any Asset).

ARTICLE 5 MISCELLANEOUS

Section 5.1 Assignment Subject to Agreement. This Assignment is expressly made subject to the terms of the Purchase and Sale Agreement. In the event of a conflict or inconsistency between the terms and provisions of this Assignment and those set forth in the Purchase and Sale Agreement, the terms set forth in the Purchase and Sale Agreement shall control.

Section 5.2 Separate Assignments. Where separate assignments of Assets have been, or will be, executed for filing with and approval by applicable Governmental Authorities, any such separate assignments (a) shall evidence the Assignment and assignment of the applicable Assets herein made, and shall not constitute any additional Assignment or assignment of the Assets, (b) are not intended to modify, and shall not modify, any of the terms, covenants and conditions, or limitations on warranties, set forth in this Assignment and are not intended to create and shall not create any representations, warranties or additional covenants of or by Assignor to Assignee, and (c) shall be deemed to contain all of the terms and provisions of this Assignment, as fully and to all intents and purposes as though the same were set forth at length in such separate assignments.

Section 5.3 Governing Law; Jurisdiction, Venue; Jury Waiver. **THIS ASSIGNMENT AND THE LEGAL RELATIONS AMONG THE PARTIES SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT MIGHT REFER CONSTRUCTION OF SUCH PROVISIONS TO THE LAWS OF ANOTHER JURISDICTION. ALL OF THE PARTIES HERETO CONSENT TO THE EXERCISE OF JURISDICTION IN PERSONAM BY THE COURTS OF THE STATE OF TEXAS FOR ANY ACTION ARISING OUT OF THIS ASSIGNMENT OR THE OTHER TRANSACTION DOCUMENTS PROVIDED FOR IN THE PURCHASE AND SALE AGREEMENT. ALL ACTIONS OR PROCEEDINGS WITH RESPECT TO, ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, RELATED TO, OR FROM THIS ASSIGNMENT OR THE OTHER TRANSACTION DOCUMENTS PROVIDED FOR IN THE PURCHASE AND SALE AGREEMENT**

SHALL BE EXCLUSIVELY LITIGATED IN COURTS HAVING SITES IN HOUSTON, HARRIS COUNTY, TEXAS. EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT.

Section 5.4 Successors and Assigns. This Assignment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that nothing in this Assignment shall assign or grant, or in any way operate to assign or grant, any right, title or interest in, to or under the Purchase and Sale Agreement to any successor or assign of Assignee with respect to the Assets or any part thereof, it being expressly understood that rights, titles and interests under the Purchase and Sale Agreement may only be obtained or assigned in strict accordance with the terms thereof.

Section 5.5 Titles and Captions. All article or Article titles or captions in this Assignment are for convenience only, shall not be deemed part of this Assignment and in no way define, limit, extend, or describe the scope or intent of any provisions hereof. Except to the extent otherwise stated in this Assignment, references to "Articles" are to Articles of this Assignment, and references to "Exhibits" are to the Exhibits attached to this Assignment, which are made a part hereof and incorporated herein for all purposes.

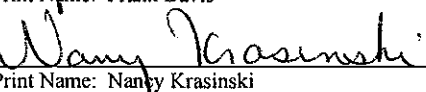
Section 5.6 Counterparts. This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one instrument.

EXECUTED on this 30 day of September, 2010, but effective at the Effective Time.

WITNESSES:



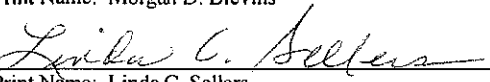
Print Name: Frank Davis



Print Name: Nancy Krasinski



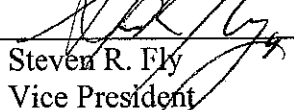
Print Name: Morgan D. Blevins



Print Name: Linda C. Sellers

ASSIGNOR:

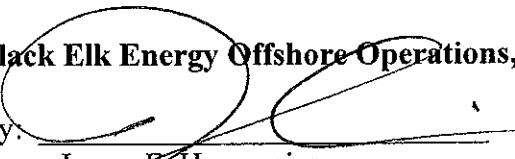
Nippon Oil Exploration U.S.A. Limited

By: 

Steven R. Fly
Vice President

ASSIGNEE:

Black Elk Energy Offshore Operations, LLC

By: 

James F. Hagemeier
Vice President

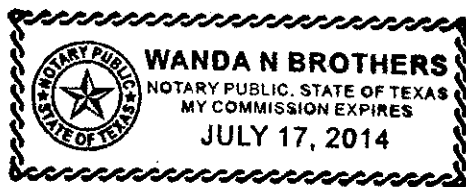
ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF HARRIS

On this, the 30th day of September, 2010, before me, the undersigned officer, personally appeared Steven R. Fly, known to me (or satisfactorily proven) to be the person whose name is subscribed as Vice President for Nippon Oil Exploration U.S.A. Limited, and acknowledged that he, as such Vice President, being so authorized, executed the foregoing instrument as the free act of his principal for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Wanda N Brothers
Notary Public, State of Texas
My Commission Expires on: July 17, 2014

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF HARRIS

On this, the 30th day of September, 2010, before me, the undersigned officer, personally appeared James F. Hagemeyer, known to me (or satisfactorily proven) to be the person whose name is subscribed as Vice President for Black Elk Energy Offshore Operations, LLC, and acknowledged that he, as such Vice President, being so authorized, executed the foregoing instrument as the free act of his principal for the purposes therein contained, by signing the name of the limited liability company by himself as Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Marilyn C. Maloney
Notary Public, State of Texas
My Commission Expires on: _____

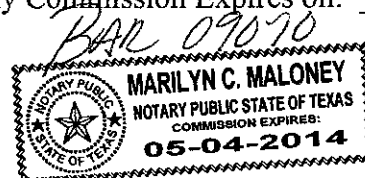


EXHIBIT A

ATTACHED TO AND MADE A PART OF THAT CERTAIN
 ASSIGNMENT AND BILL OF SALE
 DATED EFFECTIVE AS OF JANUARY 1, 2010

BY AND BETWEEN

NIPPON OIL EXPLORATION U.S.A. LIMITED, AS ASSIGNOR
 AND BLACK ELK ENERGY OFFSHORE OPERATIONS, LLC, AS ASSIGNEE

I. <u>Leases and Lands</u>					
Field	OCS Lease Number	Area / Block	Lease Effective Date	Description	Type of Rights
Aconcagua	OCS-G 19935	Mississippi Canyon 305	May 1, 1998	Entire Block	Record Title
Specter	OCS-G 15436	Viosca Knoll 824	September 1, 1995	NW/4NW/4, N/2SW/4NW/4, W/2E/2NW/4	Contractual Rights
Specter	OCS-G 13673	Viosca Knoll 779	August 1, 1992	E/2SE/4, E/2NW/4SE/4, S/2SE/4NE/4, SE/4SW/4NE/4	Contractual Rights (Wellbore A-5)
Specter	OCS-G 6884	Viosca Knoll 780	June 1, 1984	W/2SW/4, W/2SE/4SW/4, SW/4NE/4SW/4	Contractual Rights
Virgo	OCS-G 16549	Viosca Knoll 822	July 1, 1996	Entire Block	Record Title
Virgo	OCS-G 10942	Viosca Knoll 823	July 1, 1989	Entire Block	Record Title
Specter	OCS-G 10942	Viosca Knoll 823	July 1, 1989	E/2NE/4NE/4	Contractual Rights
EC 178	OCS-G 27834	East Cameron 178	July 1, 2006	Entire Block	Record Title
EC 334	OCS-G 02062	East Cameron S.A. 334	February 1, 1971	Entire Block	Record Title
				Entire Block from 17,000 feet to 50,000 feet TVD	Contractual Rights
				N/2, N/2N/2SE/4 - Surface to 10,600 feet (D1 & D2)	No Rights
EC 334	OCS-G 02439	East Cameron S.A. 335	August 1, 1973	Entire Block	Record Title
				Entire Block from 15,500 feet to 50,000 feet	Operating Rights

Field	OCS Lease Number	Area / Block	Lease Effective Date	Description	Type of Rights
El 330	OCS-G 02608	Eugene Island S.A. 313	May 1, 1974	El 330 I-1 Sand, Reservoir B Unit	Contractual Rights
El 330	OCS-G 02111	Eugene Island S.A. 314	February 1, 1971	El 330 I-1 Sand, Reservoir B Unit	Contractual Rights
El 330	OCS-G 02116	Eugene Island S.A. 331	January 1, 1971	El 330 I-1 Sand, Reservoir B Unit	Contractual Rights
El 330	OCS-G 02613	Eugene Island S.A. 332	May 1, 1974	El 330 I-1 Sand, Reservoir B Unit	Contractual Rights
El 330	OCS-G 02608	Eugene Island S.A. 313	May 1, 1974	El 330 F Sand, Reservoir B Unit	Contractual Rights
El 330	OCS-G 02111	Eugene Island S.A. 314	February 1, 1971	El 330 F Sand, Reservoir B Unit	Contractual Rights
El 330	OCS-G 02613	Eugene Island S.A. 332	May 1, 1974	El 330 F Sand, Reservoir B Unit	Contractual Rights
El 330	OCS-G 02608	Eugene Island S.A. 313	May 1, 1974	El 330 I-2 Sand, Reservoir B Unit	Contractual Rights
El 330	OCS-G 02111	Eugene Island S.A. 314	February 1, 1971	El 330 I-2 Sand, Reservoir B Unit	Contractual Rights
El 330	OCS-G 02116	Eugene Island S.A. 331	January 1, 1971	El 330 I-2 Sand, Reservoir B Unit	Contractual Rights
El 330	OCS-G 02613	Eugene Island S.A. 332	May 1, 1974	El 330 I-2 Sand, Reservoir B Unit	Contractual Rights
GA 389	OCS-G 17133	Galveston Area 389	November 1, 1996	W/2SE/4, E/2SW/4 from Surface to 11,105 feet	Operating Rights
GA 389	OCS-G 22219	Galveston Area 424	October 1, 2000	Entire Block W/2NE/4; E/2NW/4 from surface to 11,105 feet	Record Title Operating Rights
Hickory	OCS-G 13943	Grand Isle S.A. 110	August 1, 1993	Entire Block	Record Title
				Entire Block from 13,000' to 50,000' TVD	Operating Rights
Hickory	OCS-G 13944	Grand Isle S.A. 116	July 1, 1993	Entire Block	Record Title
HI 140	OCS 00518	High Island 140	January 1, 1955	Entire Block	Record Title
				Entire Block from 19,000 feet to 50,000 feet TVD	Operating Rights
MI 638	OCS-G 33397	Matagorda Island 638	December 1, 2009	Entire Block	Record Title
MP 74	State of LA 12457	Main Pass 76/77	March 12, 1986	172.32 acres from surface to base of "O" Sand Lobe D formation (9,443')	Leasehold

Field	OCS Lease Number	Area / Block	Lease Effective Date	Description	Type of Rights
MP 74	State of LA 15042	Main Pass 76	September 18, 1995	217.65 acres lying beneath the O Sand from base of O Sand Reservoir A at 9,443 feet to 99,999 feet MD	Leasehold
MP 74	State of LA 15042	Main Pass 76	September 18, 1995	217.65 acres in O Sand Reservoir A from surface to base of O Sand at 9,443 feet MD	Leasehold
MP 74	State of LA 13287	Main Pass 76	September 14, 1988	92.35 acres in O Sand Reservoir A from surface to base of O Sand at 9,443 feet MD and 54.56 acres outside of the unit from the surface to the base of O Sand at 9,443' MD	Leasehold
MU 805	OCS-G 33389	Mustang Island 805	November 1, 2009	Entire Block	Record Title
MU 806	OCS-G 33390	Mustang Island 806	November 1, 2009	Entire Block	Record Title
SA 13	OCS-G 03959	Sabine Pass 13	March 1, 1979	Entire Block	Record Title
				Entire Block from 15,000 feet to 50,000 feet TVD	Operating Rights
SM 23	OCS 00777	South Marsh Island 22	May 1, 1960	Entire Block	Record Title
				Entire Block from 15,475 feet to 99,999 feet TVD	Operating Rights
SM 23	OCS 00778	South Marsh Island 23	May 1, 1960	Entire Block	Record Title
				Entire Block from 15,475 feet to 99,999 feet TVD	Operating Rights
SM 23	OCS-G 13897	South Marsh Island 34	May 1, 1993	Entire Block	Record Title
				Entire Block from 15,000 feet to 50,000 feet TVD	Operating Rights
SM 23	OCS-G 16353	Eugene Island 156	June 1, 1996	Entire Block	Record Title
				Entire Block from 14,600 feet to 50,000 feet TVD	Operating Rights
SM 41	OCS-G 01192	South Marsh Island 41	June 1, 1962	Entire Block	Record Title

Field	OCS Lease Number	Area / Block	Lease Effective Date	Description	Type of Rights
				W/2 from 15,000 feet to 50,000 feet	Operating Rights
				E/2 from 11,500 feet to 50,000 feet	Operating Rights
				E/2 below 11,500' TVD, limited to: Northeast Quarter of the Northeast Quarter (NE/4NE/4) insofar and only insofar as to the stratigraphic equivalent of the following four (4) intervals: the "C-1", the "13,700'" and the "E-1" sands, as seen on the induction log of the OCS-G 01192 (SMI 41) No. A-1 Well at the stratigraphic intervals between 12,540' and 12,600' TVD (for the "C-1" Sand), between 12,870' and 13,320' TVD (for the "13,700'" Sand) and between 13,460' and 13,780' TVD (for the "E-1" Sand), and the "ROB E" Sand as seen on the induction log of the OCS-G 01192 (SMI 41) No. A-3 Well at the stratigraphic interval between 13,800' and 14,330' TVD ("SM 41 Contractual Rights"), LESS AND EXCEPT the E/2 below 11,500' TVD, except as to the SM 41 Contractual Rights	Contractual Rights
SM 41	OCS-G 23840	South Marsh Island 44	May 1, 2002	Entire Block from Surface to 15,500 feet	Operating Rights
SM 41	OCS-G 31353	South Marsh Island 45	February 1, 2008	Entire Block	Record Title
SP 65	OCS-G 01966	Main Pass 152	January 1, 1970	Entire Block	Record Title
				Entire Block from 10,700 feet to 50,000 feet TVD	Operating Rights
SP 65	OCS-G 01967	Main Pass 153	January 1, 1970	Entire Block	Record Title
				Entire Block from 10,700 feet to 50,000 feet TVD	Operating Rights
SP 65	OCS-G 01901	South Pass S&E Addn. 64	January 1, 1969	Entire Block	Record Title
				Entire Block 10,700 feet to 50,000 feet TVD	Operating Rights
SP 65	OCS-G 01610	South Pass S&E Addn. 65	July 1, 1967	Entire Block	Record Title

Field	OCS Lease Number	Area / Block	Lease Effective Date	Description	Type of Rights
SP 68	OCS-G 32240	South Pass S&E Addn. 68	July 1, 2008	Entire Block	Operating Rights
SP 69	OCS-G 32241	South Pass S&E Addn. 69	July 1, 2008	Entire Block	Record Title
VK 898	OCS-G 32284	Viosca Knoll 898	July 1, 2008	Entire Block	Record Title
VR 207	OCS-G 19760	Vermilion 196	August 1, 1998	Entire Block	Record Title
WC 198	OCS-G 03265	West Cameron 198	September 1, 1975	S/2, S/2S/2N/2 Surface to 16,600 feet TVD	Operating Rights
WC 45	OCS 00680	West Cameron 20	August 1, 1959	Entire Block	Record Title
WC 493	OCS-G 32783	West Cameron S.A. 493	November 1, 2008	Entire Block from 13,500 feet to 50,000 feet TVD	Operating Rights
WC 494	OCS-G 32784	West Cameron S.A. 494	November 1, 2008	Entire Block	Record Title
WC 537	OCS-G 13850	West Cameron S.A. 552	July 1, 1993	Entire Block	Record Title
WD 133	OCS-G 19843	West Delta S.A. 121	August 1, 1998	Entire Block	Record Title
WD 133	OCS-G 13645	West Delta S.A. 122	August 1, 1992	Entire Block from surface to 15,750 feet TVD	Operating Rights

II. Wells

DIV	FIELD NAME	WELL NAME	BLOCK	OCS NO	API	BPO WI	BPO NRI	APO WI	APO NRI
EST									
I	EAST CAMERON BLOCK 0178	EC 178 #1ST01BP01	EC178	G27834	177034101202-S01	0.40000000	0.32733333	0.40000000	0.32733330

1	EAST CAMERON BLOCK 0334	EC 334 B-1 (OCSG2062)	EC334	G02062	177044032200-S01	0.28034880	0.23362400	0.28034880	0.23362400
1	EAST CAMERON BLOCK 0334	EC 334 B-2A (OCSG2062)	EC334	G02062	177044033200-S02	0.28034880	0.23362400	0.28034880	0.23362400
1	EAST CAMERON BLOCK 0334	EC 334 B-3 (OCSG2062)	EC334	G02062	177044033400-S01	0.28034880	0.23362400	0.28034880	0.23362400
1	EAST CAMERON BLOCK 0334	EC 334 B-4 (OCSG2062)	EC334	G02062	177044034200-S01	0.28034880	0.23362400	0.28034880	0.23362400
1	EAST CAMERON BLOCK 0334	EC 334 B-7ST (OCSG2062)	EC334	G02062	177044036201-S01	0.28034880	0.23362400	0.28034880	0.23362400
1	EAST CAMERON BLOCK 0334	EC 334 B-8 (OCSG2062)	EC334	G02062	177044036700-S01	0.28034880	0.23362400	0.28034880	0.23362400
1	EAST CAMERON BLOCK 0334	EC 334 F-1 (OCSG2062)	EC334	G02062	177044084000-S02	0.28034880	0.23362400	0.28034880	0.23362400
1	EAST CAMERON BLOCK 0334	EC 335 A-1 (OCSG2439)	EC335	G02439	177044025800-D01	0.28034880	0.23362400	0.28034880	0.23362400
1	EAST CAMERON BLOCK 0334	EC 335 A-1D (OCSG2439)	EC335	G02439	177044025800-D61	0.28034880	0.23362400	0.28034880	0.23362400
1	EAST CAMERON BLOCK 0334	EC 335 A-2 (OCSG2439)	EC335	G02439	177044030300-D01	0.28034880	0.23362400	0.28034880	0.23362400
1	EAST CAMERON BLOCK 0334	EC 335 A-2D (OCSG2439)	EC335	G02439	177044030300-D61	0.28034880	0.23362400	0.28034880	0.23362400
1	EAST CAMERON BLOCK 0334	EC 335 A-3 (OCSG2439)	EC335	G02439	177044031500-D01	0.28034880	0.23362400	0.28034880	0.23362400
1	EAST CAMERON BLOCK 0334	EC 335 A-3D (OCSG2439)	EC335	G02439	177044031500-D02	0.28034880	0.23362400	0.28034880	0.23362400
1	EAST CAMERON BLOCK 0334	EC 335 A-5 (OCSG2439)	EC335	G02439	177044034300-S01	0.28034880	0.23362400	0.28034880	0.23362400
1	EAST CAMERON BLOCK 0334	EC 335 A-6ST (OCSG2439)	EC335	G02439	177044034401-S01	0.28034880	0.23362400	0.28034880	0.23362400
1	EAST CAMERON BLOCK 0334	EC 335 A-7 (OCSG2439)	EC335	G02439	177044035400-S01	0.28034880	0.23362400	0.28034880	0.23362400
1	EAST CAMERON BLOCK 0334	EC 335 A-8 (OCSG2439)	EC335	G02439	177044036400-D01	0.28034880	0.23362400	0.28034880	0.23362400
1	EAST CAMERON BLOCK 0334	EC 335 A-8D (OCSG2439)	EC335	G02439	177044036400-D61	0.28034880	0.23362400	0.28034880	0.23362400
1	EAST CAMERON BLOCK 0334	EC 335 A-9ST (OCSG2439)	EC335	G02439	177044068601-S01	0.28034880	0.23362400	0.28034880	0.23362400
1	EAST CAMERON BLOCK 0334	EC 335 A-10 (OCS-G 2439)	EC335	G02439	177044104900	1.00000000	0.833333333	0.28034884	0.23362400
1	EAST CAMERON BLOCK 0334	EC 335 A-11 (OCS G 2439)	EC335	G02439	177044104800-S01	0.40049830	0.33374859	0.28034884	0.23362400

1	EAST CAMERON BLOCK 0334	EC 335 B-5 (OCSG2439)	EC335	G02439	177044034500-D01	0.28034880	0.23362400	0.28034880	0.23362400
1	EAST CAMERON BLOCK 0334	EC 335 B-5D (OCSG2439)	EC335	G02439	177044034500-D02	0.28034880	0.23362400	0.28034880	0.23362400
1	EAST CAMERON BLOCK 0334	EC 335 B-6 (OCSG2439)	EC335	G02439	177044035500-S03	0.28034880	0.23362400	0.28034880	0.23362400
1	EAST CAMERON BLOCK 0334	EC 335 B-9A (OCSG2439)	EC335	G02439	177044064200-S02	0.28034880	0.23362400	0.28034880	0.23362400
1	EAST CAMERON BLOCK 0334	EC 335 B-10 (OCSG2439)	EC335	G02439	177044064300-S03	0.28034880	0.23362400	0.28034880	0.23362400
1	EAST CAMERON BLOCK 0334	EC 335 B-11 (OCSG2439)	EC335	G02439	177044074500-S01	0.28034880	0.23362400	0.28034880	0.23362400
1	EAST CAMERON BLOCK 0334	EC334 E-1 (OCSG02062)	EC334	G02062	177044083200-S01	0.00000000	0.00000000	0.28034880	0.23362400
1	EAST CAMERON BLOCK 0334	EC334 E-2 (OCSG02062)	EC334	G02062	177044083800-S02	0.00000000	0.00000000	0.28034880	0.23362400
1	EUGENE ISLAND BLOCK 0330	EI 314 A-6 (OCSG02111)	EI314	G02111	177104029700-D02	0.1961457	0.1614932	0.1961457	0.1614932
1	EUGENE ISLAND BLOCK 0330	EI 314 A-6D (OCSG02111)	EI314	G02111	177104029700-D03	0.2411109	0.1985146	0.2411109	0.1985146
1	EUGENE ISLAND BLOCK 0330	EI 314 A-8D (OCSG02111)	EI314	G02111	177104046500-S02	0.34467859	0.2837854	0.34467859	0.2837854
1	EUGENE ISLAND BLOCK 0330	EI 314 B-7ST (OCSG02111)	EI314	G02111	177104068601-D02	0.24111093	0.1985146	0.24111093	0.1985146
1	EUGENE ISLAND BLOCK 0330	EI 314 B-7STD (OCSG02111)	EI314	G02111	177104068601-D03	0.24111093	0.19851460	0.24111093	0.19851460
1	EUGENE ISLAND BLOCK 0330	EI 314 B-19 (OCSG02111)	EI314	G02111	177104072900-D02	0.1961457	0.1614932	0.1961457	0.1614932
1	EUGENE ISLAND BLOCK 0330	EI 314 B-19D (OCSG02111)	EI314	G02111	177104072900-D03	0.24111090	0.1985416	0.24111090	0.1985416
1	EUGENE ISLAND BLOCK 0330	EI 314 B-25ST (OCSG02111)	EI314	G02111	177104103101-S01	0.34467859	0.2837854	0.34467859	0.2837854
1	GRAND ISLE BLOCK 0116	GI 110 A002 (OCS G13943)	GI110	G13944	177184008900-S01	0.12500000	0.09282583	0.12500000	0.09282583
1	GRAND ISLE BLOCK 0116	GI 110 A005 (OCS G13943)	GI110	G13944	177184010402-S02	0.12500000	0.09282583	0.12500000	0.09282583
1	GRAND ISLE BLOCK 0116	GI 116 A001 (OCS G13944)	GI116	G13944	177184008700-S02	0.12500000	0.09282583	0.12500000	0.09282583
1	GRAND ISLE BLOCK 0116	GI 116 A003 (OCS G13944)	GI116	G13944	177184009200-S01	0.12500000	0.09282583	0.12500000	0.09282583
1	GRAND ISLE BLOCK 0116	GI 116 A004ST (OCS G13944)	GI116	G13944	177184009501-S01	0.12500000	0.09282583	0.12500000	0.09282583

1	GRAND ISLE BLOCK 0116	GI 116 A006 (OCS G13944)	GI116	G13944	177184010601-S01	0.12500000	0.09282583	0.12500000	0.09282583
1	GALVESTON BLOCK 0389	GA 389 C3 (OCS-G 17133)	GA389	G17133	427064043900-S01	1.00000000	0.82333333	1.00000000	0.82333333
1	GALVESTON BLOCK 0389	GA 424 C1 (OCS-G-22219)	GA424	G22219	427064043501-S02	1.00000000	0.83333333	1.00000000	0.83333333
1	GALVESTON BLOCK 0389	GA 424 C2 (OCS-G 22219)	GA424	G22219	427064043700-S02	1.00000000	0.83333333	1.00000000	0.83333333
1	GALVESTON BLOCK 0389	GA 424 C4 (OCS-G 22219)	GA424	G22219	427064045701-S02	1.00000000	0.83333333	1.00000000	0.83333333
1	GALVESTON BLOCK 0389	GA 424 C5 (OCS-G 22219)	GA424	G22219	427064046100-S01	1.00000000	0.83333333	1.00000000	0.83333333
1	HIGH ISLAND BLOCK 0140	HI 140 A-1 L (OCS 00518)	HI140	00518	427080002500-D01	1.00000000	0.83333333	1.00000000	0.83333333
1	HIGH ISLAND BLOCK 0140	HI 140 A-1 U (OCS 00518)	HI140	00518	427080002500-D03	1.00000000	0.83333333	1.00000000	0.83333333
1	HIGH ISLAND BLOCK 0140	HI 140 A-2 (OCS 00518)	HI140	00518	427080002900-S01	1.00000000	0.83333333	1.00000000	0.83333333
1	HIGH ISLAND BLOCK 0140	HI 140 A-5 (OCS 00518)	HI140	00518	427080009300-S07	1.00000000	0.83333333	1.00000000	0.83333333
1	HIGH ISLAND BLOCK 0140	HI 140 A-7 (OCS 00518)	HI140	00518	427084038700-S03	1.00000000	0.83333333	1.00000000	0.83333333
1	HIGH ISLAND BLOCK 0140	HI 140 A-8 (OCS 00518)	HI140	00518	427084039200-S05	1.00000000	0.83333333	1.00000000	0.83333333
1	HIGH ISLAND BLOCK 0140	HI 140 A-9ST01BP01 (OCS 00518)	HI140	00518	427084057702	1.00000000	0.83333333	1.00000000	0.83333333
1	HIGH ISLAND BLOCK 0140	HI 140 A-10 (OCS 00518)	HI140	00518	427084057801-S03	1.00000000	0.83333333	1.00000000	0.83333333
1	HIGH ISLAND BLOCK 0140	HI 140 7ST01 (OCS- 00518)	HI140	00518	427084009001-S04	1.00000000	0.83333333	1.00000000	0.83333333
1	HIGH ISLAND BLOCK 0140	HI 140 D-1ST (OCS 00518)	HI140	00518	427084044201-S03	1.00000000	0.83333333	1.00000000	0.83333333
1	HIGH ISLAND BLOCK 0140	HI 140 E-1 (OCS 00518)	HI140	00518	427084062200-S01	1.00000000	0.83333333	1.00000000	0.83333333
1	MAIN PASS BLOCK 0074	MP 076 0001 ST LA 13287 MONARCH	MP76	LA13287	177252056600-S01	0.50000000	0.40000000	0.50000000	0.40000000
1	SABINE PASS BLOCK 0013	SA 13 A-1 (OCSG03959)	SA13	G03959	177314000300-S04	1.00000000	0.79166660	1.00000000	0.79166660
1	SABINE PASS BLOCK 0013	SA 13 A-2 (OCSG03959)	SA13	G03959	177314002100-S01	1.00000000	0.79166660	1.00000000	0.79166660
1	SABINE PASS BLOCK 0013	SA 13 A-3 (OCSG03959)	SA13	G03959	177314002300-S03	1.00000000	0.79166660	1.00000000	0.79166660

1	SABINE PASS BLOCK 0013	SA 13 A-4 (OCSG03959)	SA13	G03959	177314002500-S02	1.00000000	0.79166660	1.00000000	0.79166660
1	SABINE PASS BLOCK 0013	SA 13 A-5 (OCSG03959)	SA13	G03959	177314002600-S01	1.00000000	0.79166660	1.00000000	0.79166660
1	SABINE PASS BLOCK 0013	SA 13 A-6 (OCSG03959)	SA13	G03959	177314008400-S01	1.00000000	0.79166660	1.00000000	0.79166660
1	SABINE PASS BLOCK 0013	SA 13 A-7 (OCSG03959)	SA13	G03959	177314008500	1.00000000	0.79166660	1.00000000	0.79166660
1	SABINE PASS BLOCK 0013	SA 13 B-1A (OCSG03959)	SA13	G03959	177314002700-S06	1.00000000	0.79166660	1.00000000	0.79166660
1	SABINE PASS BLOCK 0013	SA 13 B-2ST (OCSG03959)	SA13	G03959	177314003001-S02	1.00000000	0.79166660	1.00000000	0.79166660
1	SABINE PASS BLOCK 0013	SA 13 B-3 (OCSG03959)	SA13	G03959	177314003200-S03	1.00000000	0.79166660	1.00000000	0.79166660
1	SOUTH MARSH ISLAND BLOCK 0023	EI 156 A-1ST (OCSG16353)	EI156	G16353	177094127201-S02	1.00000000	0.83333333	1.00000000	0.83333333
1	SOUTH MARSH ISLAND BLOCK 0023	EI 156 A-3ST (OCSG16353)	EI156	G16353	177094127801-S01	1.00000000	0.83333333	1.00000000	0.83333333
1	SOUTH MARSH ISLAND BLOCK 0023	SM 22 B-7 (OCS 00777)	SM22	00777	177074066400-S02	1.00000000	0.83333333	1.00000000	0.83333333
1	SOUTH MARSH ISLAND BLOCK 0023	SM 22 B-8ST2 (OCS 00777)	SM22	00777	177074066802-S02	1.00000000	0.83333333	1.00000000	0.83333333
1	SOUTH MARSH ISLAND BLOCK 0023	SM 22 B-9ST (OCS 00777)	SM22	00777	177074067801-S02	1.00000000	0.83333333	1.00000000	0.83333333
1	SOUTH MARSH ISLAND BLOCK 0023	SM 22 CA-2 (OCS 00777)	SM22	00777	177070014400-D01	1.00000000	0.83333333	1.00000000	0.83333333
1	SOUTH MARSH ISLAND BLOCK 0023	SM 22 CA-2D (OCS 00777)	SM22	00777	177070014400-D02	1.00000000	0.83333333	1.00000000	0.83333333
1	SOUTH MARSH ISLAND BLOCK 0023	SM 22 CA-3 (OCS 00777)	SM22	00777	177070019700-D01	1.00000000	0.83333333	1.00000000	0.83333333
1	SOUTH MARSH ISLAND BLOCK 0023	SM 22 CA-3D (OCS 00777)	SM22	00777	177070019700-D02	1.00000000	0.83333333	1.00000000	0.83333333

1	SOUTH MARSH ISLAND BLOCK 0023	SM 22 CA-4 (OCS 00777)	SM22	00777	177070020100-D01	1.00000000	0.83333333	1.00000000	0.83333333
1	SOUTH MARSH ISLAND BLOCK 0023	SM 22 CA-4D (OCS 00777)	SM22	00777	177070020100-D03	1.00000000	0.83333333	1.00000000	0.83333333
1	SOUTH MARSH ISLAND BLOCK 0023	SM 22 CA-5 (OCS 00777)	SM22	00777	177074020900-S01	1.00000000	0.83333333	1.00000000	0.83333333
1	SOUTH MARSH ISLAND BLOCK 0023	SM 23 F-1AST2 (OCS 00778)	SM23	00778	177074022302-D03	1.00000000	0.82833333	1.00000000	0.82833333
1	SOUTH MARSH ISLAND BLOCK 0023	SM 23 F-2 (OCS 00778)	SM23	00778	177074042300-S01	1.00000000	0.82833333	1.00000000	0.82833333
1	SOUTH MARSH ISLAND BLOCK 0023	SM 23 F-3E (OCS 00778)	SM23	00778	177074032500-S04	1.00000000	0.82833333	1.00000000	0.82833333
1	SOUTH MARSH ISLAND BLOCK 0023	SM 23 F-4A (OCS 00778)	SM23	00778	177074055200-S02	1.00000000	0.82833333	1.00000000	0.82833333
1	SOUTH MARSH ISLAND BLOCK 0023	SM 23 G-1 (OCS 00778)	SM23	00778	177074065700-S06	1.00000000	0.82833330	1.00000000	0.82833330
1	SOUTH MARSH ISLAND BLOCK 0023	SM 23 G-2 (OCS 00778)	SM23	00778	177074066100-S04	1.00000000	0.82833333	1.00000000	0.82833333
1	SOUTH MARSH ISLAND BLOCK 0023	SM 23 G-3A (OCS 00778)	SM23	00778	177074067300-S02	1.00000000	0.82833333	1.00000000	0.82833333
1	SOUTH MARSH ISLAND BLOCK 0023	SM 23 G-4ST (OCS 00778)	SM23	00778	177074067701	1.00000000	0.82833333	1.00000000	0.82833333
1	SOUTH MARSH ISLAND BLOCK 0023	SM 23 G-5ST (OCS 00778)	SM23	00778	177074074001-S01	1.00000000	0.82833330	1.00000000	0.82833330
1	SOUTH MARSH ISLAND BLOCK 0023	SM 23 G-6 (OCS 00778)	SM23	00778	177074074300-S02	1.00000000	0.82833330	1.00000000	0.82833330
1	SOUTH MARSH ISLAND BLOCK 0023	SM 23 H-5C (OCS 00778)	SM23	00778	177074059800-S03	1.00000000	0.82833330	1.00000000	0.82833330

1	SOUTH MARSH ISLAND BLOCK 0023	SM 23 H-6ST2 (OCS 00778)	SM23	00778	177074065002-S02	1.00000000	0.82833333	1.00000000	0.82833333
1	SOUTH MARSH ISLAND BLOCK 0023	SM 23 H-7ST (OCS 00778)	SM23	00778	177074065401	1.00000000	0.82833333	1.00000000	0.82833333
1	SOUTH MARSH ISLAND BLOCK 0023	SM 23 I-8 (OCS 00778)	SM23	00778	177074070100-D01	1.00000000	0.82833333	1.00000000	0.82833333
1	SOUTH MARSH ISLAND BLOCK 0023 FIELD	SM 34 I-8D (OCS 13897)	SM34	13897	177074070100-D02	1.00000000	0.83333333	1.00000000	0.82833333
1	SOUTH MARSH ISLAND BLOCK 0023	SM 23 I-9 (OCS 00778)	SM23	00778	177074070700-S03	1.00000000	0.82833333	1.00000000	0.82833333
1	SOUTH MARSH ISLAND BLOCK 0041	SM 41 A-9 (OCSG-01192)	SM41	G01192	177074084500-S01	1.00000000	0.83333333	1.00000000	0.83333333
1	SOUTH MARSH ISLAND BLOCK 0041	SM 41 CA-13C (OCSG1192)	SM41	G01192	177074047700-S04	1.00000000	0.83333333	1.00000000	0.83333333
1	SOUTH MARSH ISLAND BLOCK 0041	SM 41 CA14ST (OCSG-01192)	SM41	G01192	177074067601-S01	1.00000000	0.83333333	1.00000000	0.83333333
1	SOUTH MARSH ISLAND BLOCK 0041	SM 41 CA15 (OCSG-01192)	SM41	G01192	17707408200-S01	1.00000000	0.83333333	1.00000000	0.83333333
1	SOUTH MARSH ISLAND BLOCK 0041	SM 44 C1 (OCS-G23840)	SM44	G23840	177074088300-D01	0.50000000	0.37500000	0.50000000	0.36666667
1	SOUTH MARSH ISLAND BLOCK 0041	SM 44 C1 (OCS-G23840)	SM44	G23840	177074088300-D02	0.50000000	0.37500000	0.50000000	0.36666667
1	SOUTH PASS BLOCK 0065	SP64 A003A (OCSG01901)	SP64	G01901	177232001700-S01	0.50000000	0.41666666	0.50000000	0.41666666
1	SOUTH PASS BLOCK 0065	SP64 A013ST (OCSG01901)	SP64	G01901	177232004800-S02	0.50000000	0.41666666	0.50000000	0.41666666
1	SOUTH PASS BLOCK 0065	SP64 A036 ST OCS G01901	SP64	G01901	177232007802-S01	0.50000000	0.41666667	0.50000000	0.41666667
1	SOUTH PASS BLOCK 0065	SP64 B014ST (OCSG01901)	SP64	G01901	177254002601-S01	1.00000000	0.83333333	0.50000000	0.41666667
1	SOUTH PASS BLOCK 0065	SP64 B021 (OCSG01901)	SP64	G01901	177254003300-S01	0.50000000	0.41666666	0.50000000	0.41666666

1	SOUTH PASS BLOCK 0065	SP64 B023 (OCSG01901)	SP64	G01901	177254003600-S01	0.50000000	0.41666666	0.50000000	0.41666666
1	SOUTH PASS BLOCK 0065	SP64 B034 (OCSG01901)	SP64	G01901	177254005100-S02	0.50000000	0.41666666	0.50000000	0.41666666
1	SOUTH PASS BLOCK 0065	SP64 C001 (OCSG01901)	SP64	G01901	177254039900-S02	0.50000000	0.41666667	0.50000000	0.41666667
1	SOUTH PASS BLOCK 0065	SP65 A001 ST (OCSG01610)	SP65	G01610	177232001001-S01	0.50000000	0.41666667	0.50000000	0.41666667
1	SOUTH PASS BLOCK 0065	SP65 A009 (OCSG01610)	SP65	G01610	177232004400-S01	0.50000000	0.41666667	0.50000000	0.41666667
1	SOUTH PASS BLOCK 0065	SP65 A012D (OCSG01610)	SP65	G01610	177232004700-S02	0.50000000	0.41666667	0.50000000	0.41666667
1	SOUTH PASS BLOCK 0065	SP65 A016A (OCSG01610)	SP65	G01610	177232005100-S01	0.50000000	0.41666667	0.50000000	0.41666667
1	SOUTH PASS BLOCK 0065	SP65 A018D (OCSG01610)	SP65	G01610	177232005600-S02	0.50000000	0.41666667	0.50000000	0.41666667
1	SOUTH PASS BLOCK 0065	SP65 A024 (OCSG01610)	SP65	G01610	177232006700-S01	0.50000000	0.41666667	0.50000000	0.41666667
1	SOUTH PASS BLOCK 0065	SP65 A027 (OCSG01610)	SP65	G01610	177232007100-D01	0.50000000	0.41666667	0.50000000	0.41666667
1	SOUTH PASS BLOCK 0065	SP65 A027D (OCSG01610)	SP65	G01610	177232007100-D02	0.50000000	0.41666667	0.50000000	0.41666667
1	SOUTH PASS BLOCK 0065	SP65 A028D (OCSG01610)	SP65	G01610	177232007200-S01	0.50000000	0.41666667	0.50000000	0.41666667
1	SOUTH PASS BLOCK 0065	SP65 A029 (OCSG01610)	SP65	G01610	177232007400-D01	0.50000000	0.41666666	0.50000000	0.41666666
1	SOUTH PASS BLOCK 0065	SP65 A029D (OCSG01610)	SP65	G01610	177232007400-D02	0.50000000	0.41666667	0.50000000	0.41666667
1	SOUTH PASS BLOCK 0065	SP65 A030STA (OCSG01610)	SP65	G01610	177232007501-S01	0.50000000	0.41666667	0.50000000	0.41666667
1	SOUTH PASS BLOCK 0065	SP65 A034 (OCSG01610)	SP65	G01610	177232007900-S01	0.50000000	0.41666667	0.50000000	0.41666667
1	SOUTH PASS BLOCK 0065	SP65 B011 (OCSG01610)	SP65	G01610	177254001900-S03	0.50000000	0.41666667	0.50000000	0.41666667
1	SOUTH PASS BLOCK 0065	SP65 B019A (OCSG01610)	SP65	G01610	177254003000-D03	0.50000000	0.41666666	0.50000000	0.41666666
1	SOUTH PASS BLOCK 0065	SP65 B019D (OCSG01610)	SP65	G01610	177254003000-D02	0.50000000	0.41666666	0.50000000	0.41666666
1	SOUTH PASS BLOCK 0065	SP65 B033ST2 (OCSG01610) HAMR	SP65	G01610	177254005002-S01	0.50000000	0.41666667	0.50000000	0.41666667
1	SOUTH PASS BLOCK 0065	SP65 C003A OCS G01966	SP65	G01610	177254040900-S02	0.50000000	0.41666666	0.50000000	0.41666666

1	SOUTH PASS BLOCK 0065	SP65 C010B (OC SG01610)	SP65	G01610	177254042800-S03	0.50000000	0.41666667	0.50000000	0.41666667
1	SOUTH PASS BLOCK 0065	SP65 C022A (OC SG01610)	SP65	G01610	177254045800-S01	0.50000000	0.41666666	0.50000000	0.41666666
1	SOUTH PASS BLOCK 0065	SP65 C023 (OC SG01610)	SP65	G01610	177254046700-S01	0.50000000	0.41666667	0.50000000	0.41666667
1	SOUTH PASS BLOCK 0065	MP152 A015 (OC SG01966)	MP152	G01966	177232005300-S02	0.50000000	0.41666666	0.50000000	0.41666666
1	SOUTH PASS BLOCK 0065	MP152 A020B (OC SG01966)	MP152	G01966	177232006200-S03	0.50000000	0.41666667	0.50000000	0.41666667
1	SOUTH PASS BLOCK 0065	MP152 B004A (OC SG01966)	MP152	G01966	177254009000-D03	0.50000000	0.41666667	0.50000000	0.41666667
1	SOUTH PASS BLOCK 0065	MP152 B004D (OC SG01966)	MP152	G01966	177254009000-D02	0.50000000	0.41666667	0.50000000	0.41666667
1	SOUTH PASS BLOCK 0065	MP152 B012 (OC SG01966)	MP152	G01966	177254002700-S03	0.50000000	0.41666667	0.50000000	0.41666667
1	SOUTH PASS BLOCK 0065	MP152 B015D (OC SG01966)	MP152	G01966	177254002300-S02	0.50000000	0.41666666	0.50000000	0.41666666
1	SOUTH PASS BLOCK 0065	MP152 B020 (OC SG01966)	MP152	G01966	177254002802-S01	0.50000000	0.41666666	0.50000000	0.41666666
1	SOUTH PASS BLOCK 0065	MP152 B022A (OC SG01966)	MP152	G01966	177254003500-S03	0.50000000	0.41666667	0.50000000	0.41666667
1	SOUTH PASS BLOCK 0065	MP152 B030 (OC SG01966)	MP152	G01966	177254004500-S04	0.50000000	0.41666667	0.50000000	0.41666667
1	SOUTH PASS BLOCK 0065	MP152 B031A (OC SG01966)	MP152	G01966	177254004700-S04	0.50000000	0.41666666	0.50000000	0.41666666
1	SOUTH PASS BLOCK 0065	MP152 C002 (OC SG01966)	MP152	G01966	177254040800-S01	0.50000000	0.41666667	0.50000000	0.41666667
1	SOUTH PASS BLOCK 0065	MP152 C005A (OC SG01966)	MP152	G01966	177254042000-S02	0.50000000	0.41666667	0.50000000	0.41666667
1	SOUTH PASS BLOCK 0065	MP152 C006 (OC SG01966)	MP152	G01966	177254042100-S01	0.50000000	0.41666666	0.50000000	0.41666666
1	SOUTH PASS BLOCK 0065	MP152 C008 (OC SG01966)	MP152	G01966	177254042500-S01	0.50000000	0.41666667	0.50000000	0.41666667
1	SOUTH PASS BLOCK 0065	MP152 C011B (OC SG01966)	MP152	G01966	177254043200-S03	0.50000000	0.41666667	0.50000000	0.41666667
1	SOUTH PASS BLOCK 0065	MP152 C031 (OC SG01966)	MP152	G01966	177254048100-S01	0.50000000	0.41666666	0.50000000	0.41666666
1	SOUTH PASS BLOCK 0065	MP152 C032A (OC SG01966)	MP152	G01966	177254049000-S02	0.50000000	0.41666667	0.50000000	0.41666667
1	SOUTH PASS BLOCK 0065	MP153 A017B (OC SG01967)	MP153	G01967	177232005400-S03	0.50000000	0.41666667	0.50000000	0.41666667

1	SOUTH PASS BLOCK 0065	MP153 B001 (OCSG01967)	MP153	G01967	177252010300-S01	0.50000000	0.41666666	0.50000000	0.41666666
1	SOUTH PASS BLOCK 0065	MP153 B003A (OCSG01967)	MP153	G01967	177254000300-S02	0.50000000	0.41666667	0.50000000	0.41666667
1	SOUTH PASS BLOCK 0065	MP153 B010 ST2 (OCSG01967)	MP153	G01967	177254001802-S 01	0.50000000	0.41666667	0.50000000	0.41666667
1	SOUTH PASS BLOCK 0065	MP153 B017D (OCSG01967)	MP153	G01967	177254002500-S02	0.50000000	0.41666667	0.50000000	0.41666667
1	SOUTH PASS BLOCK 0065	MP153 B018 (OCSG01967)	MP153	G01967	177254002900-D01	0.50000000	0.41666666	0.50000000	0.41666666
1	SOUTH PASS BLOCK 0065	MP153 B018D (OCSG01967)	MP153	G01967	177254002900-D02	0.50000000	0.41666666	0.50000000	0.41666666
1	SOUTH PASS BLOCK 0065	MP153 B025 (OCSG01967)	MP153	G01967	177254004000-D01	0.50000000	0.41666666	0.50000000	0.41666666
1	SOUTH PASS BLOCK 0065	MP153 B025D (OCSG01967)	MP153	G01967	177254004000-D02	0.50000000	0.41666666	0.50000000	0.41666666
1	SOUTH PASS BLOCK 0065	MP153 B027 (OCSG01967)	MP153	G01967	177254004200-S01	0.50000000	0.41666667	0.50000000	0.41666667
1	SOUTH PASS BLOCK 0065	MP153 C9 ST (OCSG01967)	MP153	G01967	177254042701-S03	0.50000000	0.41666667	0.50000000	0.41666667
1	SOUTH PASS BLOCK 0065	MP153 C012 (OCSG01967)	MP153	G01967	177254043300-S02	0.50000000	0.41666666	0.50000000	0.41666666
1	SOUTH PASS BLOCK 0065	MP153 C013ST (OCSG01967)	MP153	G01967	177254043501-S01	0.50000000	0.41666667	0.50000000	0.41666667
1	SOUTH PASS BLOCK 0065	MP153 C014ST2 (OCSG01967)	MP153	G01967	177254043902-S01	0.50000000	0.41666667	0.50000000	0.41666667
1	SOUTH PASS BLOCK 0065	MP153 C017 (OCSG01967)	MP153	G01967	177254044200-S02	0.50000000	0.41666667	0.50000000	0.41666667
1	SOUTH PASS BLOCK 0065	MP153 C018 (OCSG01967)	MP153	G01967	177254044300-S01	0.50000000	0.41666667	0.50000000	0.41666667
1	SOUTH PASS BLOCK 0065	MP153 C020 (OCSG01967)	MP153	G01967	177254045400-S02	0.50000000	0.41666667	0.50000000	0.41666667
1	SOUTH PASS BLOCK 0065	MP153 C021 (OCSG01967)	MP153	G01967	177254045500-S01	0.50000000	0.41666667	0.50000000	0.41666667
1	SOUTH PASS BLOCK 0065	MP153 C024 (OCSG01967)	MP153	G01967	177254046100-S01	0.50000000	0.41666667	0.50000000	0.41666667
1	SOUTH PASS BLOCK 0065	MP153 C026 (OCSG01967)	MP153	G01967	177254046900-S01	0.50000000	0.41666667	0.50000000	0.41666667
1	SOUTH PASS BLOCK 0065	MP153 C027 INJ (OCSG01967)	MP153	G01967	177254047400-D01	0.50000000	0.41666667	0.50000000	0.41666667
1	SOUTH PASS BLOCK 0065	MP153 C027D (OCSG01967)	MP153	G01967	177254047400-D02	0.50000000	0.41666667	0.50000000	0.41666667

I	SOUTH PASS BLOCK 0065	MP153 C028 (OCSG01967)	MP153	G01967	177254048400-S01	0.50000000	0.41666667	0.50000000	0.41666667
I	SOUTH PASS BLOCK 0065	MP153 C029ST (OCSG01967)	MP153	G01967	177254047501-S01	0.50000000	0.41666667	0.50000000	0.41666667
I	SOUTH PASS BLOCK 0065	MP153 C30STA (OCSG01967)	MP153	G01967	177254047802-S02	0.50000000	0.41666667	0.50000000	0.41666667
I	VERMILION BLOCK 0207	VR 196 A001 OCS (G19760)	VR196	G19760	177054112300-S03	0.25000000	0.20833333	0.25000000	0.20833333
I	VERMILION BLOCK 0207	VR 196 A002 OCS (G19760)	VR196	G19760	177054116700-S01	0.25000000	0.20833333	0.25000000	0.20833333
I	VERMILION BLOCK 0207	VR 207 A003 OCS (G19761)	VR207	G19761	177054117600-S03	0.25000000	0.20833333	0.25000000	0.20833333
I	VERMILION BLOCK 0207	VR 196 A0004 OCS (G19760)	VR196	G19760	1770541427900	0.25000000	0.20833333	0.25000000	0.20833333
I	WEST CAMERON BLOCK 0198	WC 198 A-5 (OCSG03265)	WC198	G03265	177004110500-S01	0.37500000	0.30125000	0.37500000	0.30125000
I	WEST CAMERON BLOCK 0045	WC 20 #2A (OCS 00680)	WC20	00680	177000000600-S05	1.00000000	0.83333333	1.00000000	0.83333333
I	WEST CAMERON BLOCK 0045	WC 20 #10 (OCS 00680)	WC20	00680	177000028700-S03	1.00000000	0.83333333	1.00000000	0.83333333
I	WEST CAMERON BLOCK 0045	WC 20 #14 (OCS 00680)	WC20	00680	177002006800-D01	1.00000000	0.83333333	1.00000000	0.83333333
I	WEST CAMERON BLOCK 0045	WC 20 #14D (OCS 00680)	WC20	00680	177002006800-D02	1.00000000	0.83333333	1.00000000	0.83333333
I	WEST CAMERON BLOCK 0045	WC 20 #15 (OCS 00680)	WC20	00680	177002007100-S02	1.00000000	0.83333333	1.00000000	0.83333333
I	WEST CAMERON BLOCK 0045	WC 20 D-1 (OCS 00680)	WC20	00680	177004127200-D02	1.00000000	0.83333333	1.00000000	0.83333333
I	WEST CAMERON BLOCK 0045	WC 20 D-1D (OCS 00680)	WC20	00680	177004127200-D03	1.00000000	0.83333333	1.00000000	0.83333333
I	WEST CAMERON BLOCK 0045	WC 20 D-2 (OCS 00680)	WC20	00680	177004127300-S05	1.00000000	0.83333333	1.00000000	0.83333333
I	WEST CAMERON BLOCK 0045	WC 20 D-3 (OCS 00680)	WC20	00680	177004129900-S02	1.00000000	0.83333333	1.00000000	0.83333333
I	WEST CAMERON BLOCK 0552	WC552 B-1 (OCSG13850)	WC552	G13850	177024183102-S01	0.65000000	0.52216670	0.65000000	0.52216670
I	WEST DELTA BLOCK 0133	WD 121 A-5 (OCSG19843)	WD121	G19843	177204015300-S01	0.16000000	0.1277333	0.16000000	0.1277333
I	WEST DELTA BLOCK 0133	WD 121 A-6 (OCSG19843)	WD121	G19843	177204015400-S01	0.16000000	0.1277333	0.16000000	0.1277333
I	WEST DELTA BLOCK 0133	WD 121 A-7 (OCSG19843)	WD121	G19843	177204015500-S03	0.16000000	0.1277333	0.16000000	0.1277333

1	WEST DELTA BLOCK 0133	WD 121 A-10 (OCSG19843)	WD121	G19843	177204015800-S02	0.16000000	0.1277333	0.16000000	0.1277333
1	WEST DELTA BLOCK 0133	WD 122 A-1 (OCSG13645)	WD122	G13645	177204014200-S03	0.16000000	0.1133323	0.16000000	0.1133323
1	WEST DELTA BLOCK 0133	WD 122 A-3ST2 (OCSG13645)	WD122	G13645	177204014802-S03	0.17391300	0.1231872	0.16000000	0.1133323
1	WEST DELTA BLOCK 0133	WD 122 A-4ST (OCSG13645)	WD122	G13645	177204015201-S02	0.16000000	0.1133323	0.16000000	0.1101323
1	WEST DELTA BLOCK 0133	WD 122 A-8ST (OCSG13645)	WD122	G13645	177204015601-S04	0.16000000	0.1133323	0.16000000	0.1133323
1	WEST DELTA BLOCK 0133	WD 122 A-9 (OCSG13645)	WD122	G13645	177204015701-S01	0.16000000	0.1133323	0.16000000	0.1133323
1	WEST DELTA BLOCK 0133	WD 122 A-11 (OCSG-13645)	WD122	G13645	177204016001-S02	0.16000000	0.1133323	0.16000000	0.1133323
1	WEST DELTA BLOCK 0133	WD 122 A-12 (OCSG-13645)	WD122	G13645	177204016100-S01	0.16000000	0.1133323	0.16000000	0.1133323
1	MISSISSIPPI CANYON 305	MC305 #1 (OCSG19935)	MC305	G19935	608174083400-S02	0.12500000	0.111793994	0.12500000	0.111793994
1	MISSISSIPPI CANYON 305	MC305 #3 (OCSG19935)	MC305	G19935	608174091700-S03	0.12500000	0.111793994	0.12500000	0.111793994
1	MISSISSIPPI CANYON 305	MC305 #4 (OCSG19935)	MC305	G19935	608174098201-S01	0.12500000	0.111793994	0.12500000	0.111793994
1	MISSISSIPPI CANYON 305	MC305 #2ST (OCSG19935)	MC305	G19935	608174087501-S03	0.12500000	0.111793994	0.12500000	0.111793994
1	MISSISSIPPI CANYON 305	MC305 #2ST2 (OCSG19935)	MC305	G19935	608174087501-S03	0.00000000	0.00000000	0.12500000	0.111793994
1	VIOSCA KNOLL 824	VK824 A-7 (OCSG15436)	VK824	G15436	608164034800-S01	0.08954200	0.07109163	0.06136361	0.04768461
1	VIOSCA KNOLL 824	VK779 A-5 (OCSG13673)	VK779	G13673	608164033900-S01	0.06136361	0.04768461	0.06136361	0.04768461
1	VIOSCA KNOLL 822/823	VK822 A-4 (OCSG16549)	VK822	G16549	608164035500-S02	0.09000000	0.07875000	0.09000000	0.07875000
1	VIOSCA KNOLL 822/823	VK822 A-8 (OCSG16549)	VK822	G16549	608164038700-S01	0.09000000	0.07875000	0.09000000	0.07875000
1	VIOSCA KNOLL 822/823	VK822 A-10 (OCSG16549)	VK822	G16549	608164039300-D03	0.09000000	0.07875000	0.09000000	0.07875000
1	VIOSCA KNOLL 822/823	VK822 A-10D (OCSG16549)	VK822	G16549	608164039300-D02	0.09000000	0.07875000	0.09000000	0.07875000
1	VIOSCA KNOLL 822/823	VK822 A-11 (OCSG16549)	VK822	G16549	608164039600-S01	0.10331500	0.08833430	0.09000000	0.07875000
1	VIOSCA KNOLL 822/823	VK823 A-1 (OCSG10942)	VK823	G10942	608164028100-S01	0.09000000	0.07875000	0.09000000	0.07875000

1	VIOSCA KNOLL 822/823	VK823 A-2 (OCSG10942)	VK823	G10942	608164029100-S02	0.09000000	0.07875000	0.09000000	0.07875000
1	VIOSCA KNOLL 822/823	VK823 A-3 (OCSG10942)	VK823	G10942	608164035200-D01	0.09000000	0.07875000	0.09000000	0.07875000
1	VIOSCA KNOLL 822/823	VK823 A-3D (OCSG10942)	VK823	G10942	608164035200-D02	0.09000000	0.07875000	0.09000000	0.07875000
1	VIOSCA KNOLL 822/823	VK823 A-5 (OCSG10942)	VK823	G10942	608164036200-S01	0.09000000	0.07875000	0.09000000	0.07875000
1	VIOSCA KNOLL 822/823	VK823 A-6 (OCSG10942)	VK823	G10942	608164036801-S01	0.09000000	0.07875000	0.09000000	0.07875000
1	VIOSCA KNOLL 822/823	VK823 A-7 (OCSG10942)	VK823	G10942	608164037900-D01	0.09000000	0.07875000	0.09000000	0.07875000
1	VIOSCA KNOLL 822/823	VK823 A-7D (OCSG10942)	VK823	G10942	608164037900-D02	0.09000000	0.07875000	0.09000000	0.07875000
1	VIOSCA KNOLL 822/823	VK823 A-9 (OCSG10942)	VK823	G10942	608164038900	0.09000000	0.07875000	0.09000000	0.07875000

EXHIBIT A - 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN
ASSIGNMENT AND BILL OF SALE
DATED EFFECTIVE AS OF JANUARY 1, 2010
BY AND BETWEEN NIPPON OIL EXPLORATION U.S.A. LIMITED, AS ASSIGNOR,
AND BLACK ELK ENERGY OFFSHORE OPERATIONS, LLC, AS ASSIGNEE

I. Rights-of-Way

OCS 00877, Segment No. 3503, 0.85 miles in length, from British-American Oil Producing Company's Platform in Block 20, West Cameron Area, to the Federal/State line in Block 20, West Cameron Area.

OCS-G 01468, Segment No. 443, 200' in width, from High Island Area, Block 140, Platform A, to High Island Area, Block 108, 16 SSTI.

OCS-G 4335, Segment No. 5958, from Platform A in Block 13, Sabine Pass, across Blocks 14, 15, 16 and 44, Sabine Pass Area; across Blocks 45, 39 and 38, High Island Area, East Addition, ending at the F/S in Block 18, Sabine Pass Area.

OCS-G 25329, Segment No. 14467, 6.48 miles in length from Platform A in Block 424 across Blocks 389 and 390 to a subsea tie-in in Block 391, all in Galveston Area.

OCS-G 25395, Segment No. 14648, 0.87 miles in length, from Platform A in Block 41, to Platform JA in Block 40, all in South Marsh Island Area.

OCS-G 25396, Segment No. 14649, 0.87 miles in length, from Platform A in Block 41, to Platform JA in Block 40, all in South Marsh Island Area.

OCS-G 25422, Segment No. 14734, 0.87 miles in length, from Platform JA in Block 40, to Platform A in Block 41, all in South Marsh Island Area.

OCS-G 25492, Segment No. 3501, 0.85 miles in length from the Platform in Block 20 to the federal/State boundary in Block 20, all in West Cameron Area.

OCS-G 28996, Segment No. 17710, from Platform B in Block 552 to Platform A in Block 551, all in West Cameron Area.

State of Louisiana Right-of-Way No. 3867, passing through and under State lands located in Main Pass Area, Blocks 74, 75 and 76, situated in the Parish of Plaquemines, State of Louisiana.

State of Louisiana Right-of-Way No. 0.643, traversing under water bottoms in the offshore waters known as West Cameron Area Offshore, Louisiana, Block 20, situated in the Parish of Cameron, State of Louisiana.

II. Surface Leases And Easements

West Cameron 20: Surface lease dated March 1, 1960 between Ivan Fisk Sr., as Lessor and British American Oil Producing, as Lessee recorded under Entry Number 87956 of the Records of Cameron Parish, Louisiana and covering lands located in Sections 32 and 33 of Township 15 South, Range 13 West, Cameron Parish, Louisiana.

Sabine Pass 13: State of Texas Miscellaneous Easement No. 800168 dated February 22, 2001 between the State of Texas, as Grantor and Devon Energy Production Company, L.P., as Grantee recorded under Reception No. 2001010407 of the Records of Jefferson County, Texas described as Gulf of Mexico, State Tract Numbers 18L (NW/4), 13L (NW/4 & SW/4), 12L (NE/4), 3L (NE/4, NW/4 & SE/4), 35s, 36s, 25s and 5s.

Sabine Pass 13: State of Texas Miscellaneous Easement No. 800168 dated August 1, 2010, between the State of Texas, as Grantor and Nippon Oil Exploration U.S.A. Limited.

III. Permits

<u>Area</u>	<u>Block</u>	<u>Type</u>	<u>Status</u>
West Cameron	551	Request for Conversion of Lease Term Pipeline (Segment 17710) to a ROW Pipeline	Submitted
High Island	140	Request for Pipeline Repair (Segment 6125)	Submitted
South Marsh Island	41	Request to Repair Lease Term Pipeline (Segment 7607)	Approved
South Marsh Island	41	Application to Install Metering Devices	Submitted
South Marsh Island	41	Revision to SAFE Chart and Platform Drawings	Submitted

EXHIBIT A - 2

PERSONAL PROPERTY

ATTACHED TO AND MADE A PART OF THAT CERTAIN
ASSIGNMENT AND BILL OF SALE

DATED EFFECTIVE AS OF JANUARY 1, 2010

BY AND BETWEEN NIPPON OIL EXPLORATION U.S.A. LIMITED, AS ASSIGNOR,
AND BLACK ELK ENERGY OFFSHORE OPERATIONS, LLC, AS ASSIGNEE

I. Platforms

AREA	BLOCK	OCS LEASE NUMBER	FIELD CODE	OPERATOR	PLAT ID	PLAT ID SUB	STRUCT NAME	DECKS	PILES	TOTAL SLOTS	SLOTS USED	SLOTS AVAIL	NOTES
EC	0178	G27834	EC178	XTO Energy, Inc.	2157	1	D	2		1	0	1	
EC	0334	G2062	EC334	Energy XXI	32	1	F	2	38	4		4	
EC	0334	G2062	EC334	Energy XXI	21907	1	B	2	8	24	10	14	
EC	0334	G2062	EC334	Energy XXI	32037	1	E	4		2	2	0	Subject to N/C
EC	0335	G2439	EC334	Energy XXI	21892	1	A	2	6	18	8	10	Recoupment
EI	0156	G16353	WILD	Nippon Oil Exploration	642	1	A	2	1	3	3	0	Caisson
GA	0424	G22219	WILD	Nippon Oil Exploration	1276	1	C	5	5	10	3	7	To include "A" Auxiliary
GI	0116	G13944	GI116	Apache	686	1	A	4		8	6	2	Caisson
HI	0140	00518	HI140	Nippon Oil Exploration	2102	1	E	2		2			
HI	0140	00518	HI140	Nippon Oil Exploration	10012	1	A	2	8	5	5	0	
HI	0140	00518	HI140	Nippon Oil Exploration	10012	2	A- AUXILIARY	2		6	6	0	
HI	0140	00518	HI140	Nippon Oil Exploration	10169	1	7	1	2	1	1	0	Caisson
HI	0140	00518	HI140	Nippon Oil Exploration	40006	1	D	1	1	1	1	0	Caisson
MC	0305	G19935	MC305	ATP								0	Subsea
MP	0074	G13287	MP074	Nippon Oil Exploration			I		1	1	1	0	State Lease (Caisson)
MP	0153	G1967	SP065	Nippon Oil Exploration	20341	1	B	2	8	32	32	0	

MP	0153	G1967	SP065	Nippon Oil Exploration	23402	1	C	2	8	32	32	0
SA	0013	G3959	SA013	Nippon Oil Exploration	22431	1	A	3	6	12	3	9
SA	0013	G3959	SA013	Nippon Oil Exploration	22431	2	AB-PRD	3		0	0	0
SA	0013	G3959	SA013	Nippon Oil Exploration	22431	3	B	3		12	6	6
SM	0022	00777	SM023	Nippon Oil Exploration	20730	1	CA	2	4	4	4	0
SM	0022	00777	SM023	Nippon Oil Exploration	24077	1	B	1	1	3	3	0
SM	0023	00778	SM023	Nippon Oil Exploration	22235	1	F	1	4	4	4	0
SM	0023	00778	SM023	Nippon Oil Exploration	22235	2	G	3	4	9	5	4
SM	0023	00778	SM023	Nippon Oil Exploration	24012	1	H	1	1	4	4	0
SM	0034	G13897	SM023	Nippon Oil Exploration	27063	1	I	3	1	3	2	1
SM	0041	G1192	SM041	Nippon Oil Exploration	20713	1	A	2	8	5	5	0
SM	0041	G1192	SM041	Nippon Oil Exploration	23208	1	CA	1	4	6	2	4
SM	0044	G23840	SM044	XTO Energy, Inc. Exploration	2037	1	C	3	3	6	1	5
SP	0065	G1610	SP065	Nippon Oil Exploration	20376	1	A	2	8	33	33	0
VK	0823	G10942	VK823	W&T Energy IV	113	1	A	3		14	11	3
VR	0196	G19760	VR196	Bandon Oil and Gas, LP	912	1	A	3		9	3	6
WC	0020	00680	WC045	Nippon Oil Exploration	2038	1	D					
WC	0020	00680	WC045	Nippon Oil Exploration	2038	2	D-AUX 1					
WC	0020	00680	WC045	Nippon Oil Exploration	20881	1	2	2	1	1	1	0
WC	0020	00680	WC045	Nippon Oil Exploration	20890	1	10	1	1	1	1	0
WC	0020	00680	WC045	Nippon Oil Exploration	20891	1	A	2	6	0	0	0
WC	0020	00680	WC045	Nippon Oil Exploration	21011	1	14	2	1	2	2	0
WC	0020	00680	WC045	Nippon Oil Exploration			Tank Battery					
WC	0551	G2555	WC551	Nippon Oil Exploration	22330	1	A	1	4	3	3	0
WC	0551	G2555	WC551	Nippon Oil Exploration	22330	2	A- AUXILIARY	2		0	0	0

Braced
Caisson

Caisson

Onshore
Facility

WC	0552	G13850	WC552	Nippon Oil Exploration Apache	2239	1	B	3	3	4	1	3
WD	0122	G13645	WD122		410	1	A	4		12	12	0

II. Wells: [See Part II of Exhibit A]

EXHIBIT A-3

EXCLUDED ASSETS

ATTACHED TO AND MADE A PART OF THAT CERTAIN
ASSIGNMENT AND BILL OF SALE
DATED EFFECTIVE AS OF JANUARY 1, 2010
BY AND BETWEEN NIPPON OIL EXPLORATION U.S.A. LIMITED, AS ASSIGNOR,
AND BLACK ELK ENERGY OFFSHORE OPERATIONS, LLC, AS ASSIGNEE

Item No.

1. That certain three percent (3%) of 6/6 overriding royalty interest in Lease OCS-G 31353 dated February 1, 2008 covering all of South Marsh Island Block 45, proportionately reduced as to the 50% working interest in said Lease OCS-G 31353 assigned by Nippon Oil Exploration U.S.A. Limited ("NOEX"), effective January 1, 2010, to Black Elk Energy Offshore Operations, LLC ("Black Elk"), pursuant to the terms of that certain Purchase and Sale Agreement dated August 5, 2010, by and between NOEX, as Seller, and Black Elk, as Buyer.
2. That certain five percent (5%) of 6/6 overriding royalty interest in Lease OCS-G 32240 dated July 1, 2008 covering all of South Pass Block 68, assigned by NOEX, effective January 1, 2010, to Black Elk, pursuant to the terms of that certain Purchase and Sale Agreement dated August 5, 2010, by and between NOEX, as Seller, and Black Elk, as Buyer.
3. That certain five percent (5%) of 6/6 overriding royalty interest in Lease OCS-G 32241 dated July 1, 2008 covering all of South Pass Block 69, assigned by NOEX, effective January 1, 2010, to Black Elk, pursuant to the terms of that certain Purchase and Sale Agreement dated August 5, 2010, by and between NOEX, as Seller, and Black Elk, as Buyer.
4. That certain five percent (5%) of 6/6 overriding royalty interest in Lease OCS-G 32284 dated July 1, 2008 covering all of Viosca Knoll Block 898, assigned by NOEX, effective January 1, 2010, to Black Elk, pursuant to the terms of that certain Purchase and Sale Agreement dated August 5, 2010, by and between NOEX, as Seller, and Black Elk, as Buyer.
5. That certain five percent (5%) of 6/6 overriding royalty interest in Lease OCS-G 33397 dated December 1, 2009 covering all of Matagorda Island Block 638, assigned by NOEX, effective January 1, 2010, to Black Elk, pursuant to the terms of that certain Purchase and Sale Agreement dated August 5, 2010, by and between NOEX, as Seller, and Black Elk, as Buyer.

6. That certain five percent (5%) of 6/6 overriding royalty interest in Lease OCS-G 33389 dated November 1, 2009 covering all of Mustang Island Block 805, assigned by NOEX, effective January 1, 2010, to Black Elk, pursuant to the terms of that certain Purchase and Sale Agreement dated August 5, 2010, by and between NOEX, as Seller, and Black Elk, as Buyer.
7. That certain five percent (5%) of 6/6 overriding royalty interest in Lease OCS-G 33390 dated November 1, 2009 covering all of Mustang Island Block 806, assigned by NOEX, effective January 1, 2010, to Black Elk, pursuant to the terms of that certain Purchase and Sale Agreement dated August 5, 2010, by and between NOEX, as Seller, and Black Elk, as Buyer.
8. That certain three percent (3%) of 6/6 overriding royalty interest in Lease OCS-G 32783 dated November 1, 2008 covering all of West Cameron Block 493, assigned by NOEX, effective January 1, 2010, to Black Elk, pursuant to the terms of that certain Purchase and Sale Agreement dated August 5, 2010, by and between NOEX, as Seller, and Black Elk, as Buyer.
9. That certain three percent (3%) of 6/6 overriding royalty interest in Lease OCS-G 32784 dated November 1, 2008 covering all of West Cameron Block 494, assigned by NOEX, effective January 1, 2010, to Black Elk, pursuant to the terms of that certain Purchase and Sale Agreement dated August 5, 2010, by and between NOEX, as Seller and Black Elk, as Buyer.
10. That certain four percent (4%) of 6/6 overriding royalty interest in Lease OCS-G 13607 dated August 1, 1992 covering the W/2 of South Marsh Island Block 40 limited to depths from the surface of the earth to 11,500 feet TVD and the four percent (4%) of 6/6 overriding royalty in Lease OCS-G 01192 dated June 1, 1962 covering the E/2 of South Marsh Island 41 limited to depths from the surface of the earth down to 11,500 feet TVD, assigned to NOEX in that certain Assignment of Overriding Royalty Interest executed November 1, 2005 but effective January 1, 2005, by and between Devon Energy Production Company, L.P., as Assignor and NOEX, as Assignee, recorded under entry number 20512935 of the records of Vermilion Parish, Louisiana.